

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **RM5084**Due Date: **07/06/05 at 3:00 P.M.**

Date Sent: June 14, 2005

Agency Contract

Goods and services to be
 purchased:

CONTRACT FOR MEDICAL INTERPRETING SERVICES FOR THE DEPARTMENT OF HEALTH**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Request for Proposal

Solicitation Number: RM5084

Due Date: 07/06/05

Vendor Name:

CONTRACT FOR MEDICAL INTERPRETING SERVICES FOR THE DEPARTMENT OF HEALTH PER THE ATTACHED SPECIFICATIONS.

RX: 270 56000000003 COMMODITY CODE: 96175
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REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated

REQUEST FOR PROPOSAL
INTERPRETING SERVICES
Solicitation #RM5084

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm or individual to provide medical interpretive services for persons who are applying for eligibility, or approved to receive covered services for programs in the Division of Health Care Financing including, but not limited to, Medicaid, PCN, Covered At Work and the Children's Health Insurance Program (CHIP). Covered services exclude Mental Health services except in San Juan and Wasatch Counties. It is anticipated that this RFP may result in a contract award to multiple contractors.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Health, Division of Health Care Financing. The reference number for the transaction is Solicitation # RM5084. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and 4 identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of 3 years (36 months).

The contract may be extended beyond the original contract period for two years (24 months), at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for three years, as well as the extension period of two years, if applicable. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at: <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Roselle Miller via email at: rwmiller@utah.gov or via fax at: (801) 538-3232. Questions are due by 5:00 p.m. on June 22, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the

proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

The offeror must be able to provide medical interpretation and/or translation of various languages for persons applying for, or approved to receive covered services in the Utah Medicaid, PCN, Covered At Work or CHIP programs, or other programs offered by the Division of Health Care Financing. For the RFP, the term "interpretive service" shall mean an oral language translation; "translation" will refer to a written translation. These services will usually be required during regular day-time hours, by scheduled appointment or telephone request. The offeror must also submit a plan to provide these services on an emergency basis, and should specify their availability such as 7 days per week, 24 hours per day, 365 days per year. The offer should list which languages are available by: geographic location; whether it is in person, by telephone, or both; and how many interpreters are available for the language.

The DHCF is interested in obtaining interpretive/translation services for many languages including, but not limited to: Arabic, Armenian, Bosnian, Cambodian, Chinese (Mandarin, Cantonese and other dialects), Czechoslovakian, Farsi, Hungarian, Navajo, Nuir, Persian, Russian, Slavic, Somali, Spanish, Tongan, Turkish, and Ukranian. Other languages that are available should also be listed.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- a. Provide assurance that the interpreter/translator is competent in their native language, as well as in English. The proposal must contain a description of the process/method utilized to test competency. A statement that they are competent will not be sufficient.
- b. For this proposal, interpreters/translators must have an understanding of basic medical terminology. The proposal must contain a description of the process/method utilized to test competency in basic medical terminology.
- c. Preference will be given to those proposals that indicate they can provide specialized services such as meeting a request for an interpreter of a specific gender (may be required in a medical setting due to cultural sensitivity), continuity of translation service (same interpreter used for majority of interpretive services for same client), or other special situations. The proposal should contain a description of how the contractor will offer such services. The proposal should also describe the procedure used to obtain an interpreter such as calling a 1-800 number, etc.
- d. Interpreters/translators should adhere to a uniform set of ethical standards and adhere to confidentiality standards. Ethical standards would include things such as maintaining neutrality of position, interpreting all conversations such as those between a physician and nurse as well as

the physician and patient, and treating the client with respect. Confidentiality standards would include things such as a signed statement covering non-disclosure of information on the client or interaction with anyone outside of the provider setting, etc. Offerors should provide documentation on the process/methods they use to ensure these standards, and how they would handle a breach of performance in this area.

- e. Proposal should clearly identify the process used to establish the billable time, such as starting time of the scheduled appointment or actual start time (whichever starts first), and ending at the conclusion of the exam or when the client has scheduled a follow up appointment (whichever occurs last). Charges should be expressed as cost per/hour, or fraction thereof and should specify special situations. A rate tier will be considered for services provided by interpreters proficient in languages not commonly spoken.
- f. This proposal should describe any training that is provided to interpreters on cultural awareness or cultural competency. Preference will be given to offerors who demonstrate this type of training.
- g. The proposal should specify standard response times and hours of availability for in-person interpreters and phone interpretation. (See # 1 above)
- h. Proposal must include a statement that the offeror will submit claims for service to the STATE within 60 days of the date of service. The invoice must contain at least the following information: client name, client identification number (Medicaid Number), client date of birth, actual date of service, time and length of service, name or ID # for interpreter used, language provided, name of provider requesting service (State agency, physician, or other type of provider). See attached sample.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - a. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - b. A specific point-by-point response, in the order listed, to each requirement in the RFP.
 - c. Offeror must indicate the number of interpreters employed, list the languages spoken proficiently, and the number of interpreters available for each language listed.
4. **References.** Offeror must provide 2-3 references of past or current customers, including name, address and phone number, who can attest to ability to provide requested service,.
5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
35 %	Cost
20 %	Demonstrated ability to meet the scope of work and meet special requests

15 %	Number of languages offered and adequate number of interpreters and their expertise
15%	Ability to show standards for interpreter ethics and confidentiality, cultural sensitivity/competency
15 %	Performance references for similar projects.

PRICE BID

Telephone Interpreting:

Cost per minute: \$ _____

Minimum charge: \$ _____

After hours/holiday surcharge \$ _____

Any other charges: \$ _____
(Specialty or rarely spoken languages,
etc)

On Site Interpreting:

Charge per hour: \$ _____

Minimum charge: \$ _____

After hours/holiday surcharge: \$ _____

Any other charges: \$ _____
(Specialty or rarely spoken languages,
etc.)

Note: Mileage may not be charged within a 20 mile radius of your place of business. Mileage will be reimbursed over the 20 mile radius at the state rate which is currently 37.5 cents per mile.

Written Translation:

Word block (25 words) \$ _____

Any other charges: \$ _____
(Editing, specialty language, etc.)

INTERPRETING SERVICES AND SOLICITATION # *(to be inserted by the Division of Purchasing)* RFP EVALUATION SCORE SHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = above average, exceeds minimum requirement

5 = Superior

		Score	Weight 0-5	Points
1. Ability to meet the scope of work (20 points possible)		----		----
Hours available to serve clients	10 points possible		x 2	
Service area covered	5 points possible		x 1	
Ability to accommodate special requests	5 points possible		x 1	
2. Number of languages offered, number of interpreters and expertise (15 points possible)		----		----
Number of languages spoken	5 points possible		x 1	
Number of interpreters staffed	5 points possible		x 1	
Years of experience and expertise of interpreters	5 points possible		x 1	
3. Standards for interpreter ethics/confidentiality, cultural sensitivity/competency (15 points possible)		--		--
Proof of ethics standards/confidentiality	10 points possible		x 2	

		Score	Weight 0-5	Points
Program used to define standards	5 points possible		x 1	
4. Performance References (15 points possible)				
References demonstrate ability to perform request services	15 points possible		x 3	
5. Cost (30 points possible)	30 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)			

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Total Proposal Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Total Proposal Price is than the Lowest Proposal Price. Offerors whose Total Proposal Price is more than double (200%) larger than the lowest Total Proposal Price will receive no points. The formula to compute the points is $\text{Total Cost Points} \times (2 - \text{Total Proposal Price} / \text{Lowest Total Proposal Price})$.